

A. G. Contract No. KR98 2519TRN  
ADOT ECS File No.: JPA 98-197  
Project: H4667 01C  
Section: SR-95 @ West Acoma Signal

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF LAKE HAVASU CITY

THIS AGREEMENT is entered into 20 APRIL 1999, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF LAKE HAVASU CITY, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to design, construct, operate and maintain a new warranted traffic signal at the intersection of SR-95 at West Acoma Street (MP 184.01) in the City, at an estimated cost of \$120,000.00, hereinafter referred to as the Project, for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 23/64  
Filed with the Secretary of State  
Date Filed: 04/20/99  
Betty Bayless  
Secretary of State

By Wicki V. Greenwood

## II. SCOPE

### 1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction of the signal Project. Incorporate City review comments.

b. Call for bids and award one or more construction contracts for the signal Project. Administer same and make all payments to the contractor(s). Confer with the City on any Project related contract modifications, and be responsible for its proportionate share of same. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Be responsible for fifty percent (50%) of the cost of the signal project construction cost, in an amount estimated at \$60,000.00.

c. Upon completion, approve and accept the signal Project on behalf of the parties hereto and provide maintenance to the signal.

d. Invoice the City for its fifty percent (50%) share of the cost of the signal Project, in an amount estimated at \$60,000.00.

### 2. The City will:

a. Review the Project design documents and provide comments.

b. Upon completion of the Project by the State, but within 30 days after receipt of an invoice, pay the State the City's fifty percent (50%) share for the cost of the signal Project, in an amount estimated at \$60,000.00. Be responsible for its proportionate share of any signal Project related construction contract modifications.

c. Be responsible for any contractor claims for extra compensation attributable to the City.

d. Upon completion and acceptance of the signal Project by the State, provide electrical energy to operate the signal.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4 The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract

5 In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6 All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Lake Havasu City  
City Manager  
1795 Civic Center Blvd.  
Lake Havasu City, AZ 86403

7 Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


CITY OF LAKE HAVASU CITY

STATE OF ARIZONA  
Department of Transportation

By   
MELANIE GRINSTEAD-HANAK  
Mayor

By   
MICHAEL P. MANTHEY  
State Traffic Engineer

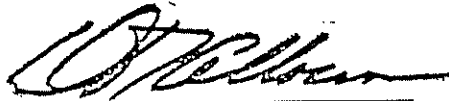
ATTEST

By   
ANN R. SAYNE  
City Clerk

RESOLUTION

BE IT RESOLVED on this 3rd day of November 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Lake Havasu for the purpose of defining responsibilities for the design, construction and maintenance of a new traffic signal at SR-95 and West Acoma Street in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group  
for Mary E. Peters, Director

## RESOLUTION NO. 99- 1384

RESOLUTION OF THE CITY COUNCIL OF LAKE HAVASU CITY, ARIZONA,  
AUTHORIZING EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT  
BETWEEN LAKE HAVASU CITY AND THE ARIZONA DEPARTMENT OF  
TRANSPORTATION FOR DESIGN, CONSTRUCTION, OPERATION, AND  
MAINTENANCE OF A WARRANTED TRAFFIC SIGNAL AT STATE ROUTE 95  
AND WEST ACOMA BOULEVARD

WHEREAS, Lake Havasu City and the Arizona Department of Transportation (ADOT) wish to establish an Intergovernmental Agreement for the design, construction, operation, and maintenance of a warranted traffic signal at State Route 95 and West Acoma Boulevard, and

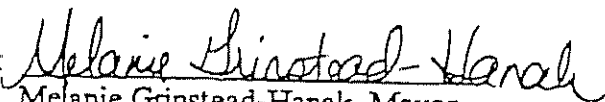
WHEREAS, the purpose of the agreement is to design, construct, operate, and maintain a warranted traffic signal at State Route 95 and West Acoma Boulevard, and

WHEREAS, the City has the existing powers pursuant to A.R.S. § 48-572, et. seq. and the Arizona Department of Transportation (ADOT) has existing powers pursuant to A.R.S. § 28-401, et. seq.;


THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute the necessary instruments to implement the Intergovernmental Agreement between Lake Havasu City and the Arizona Department of Transportation (ADOT) for the design, construction, operation, and maintenance of a warranted traffic signal at State Route 95 and West Acoma Boulevard.

PASSED AND ADOPTED by the Mayor and City Council of Lake Havasu City, Arizona, this 26th day of January 1999.

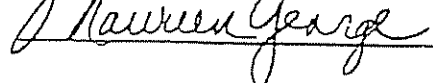
APPROVED:

  
Melanie Grinstead-Hanak, Mayor

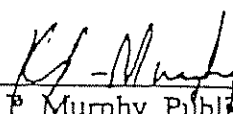
ATTEST:

  
Ann R. Sayne, City Clerk

APPROVED AS TO FORM  
LAKE HAVASU CITY ATTORNEY'S OFFICE:

By: 

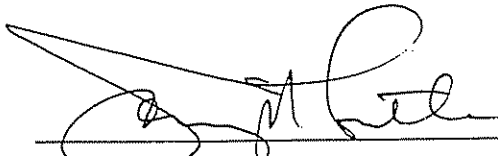
REVIEWED BY:

  
Kevin P. Murphy, Public Works Director

APPROVAL OF THE LAKE HAVASU CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF LAKE HAVASU and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 24th day of February, 1998.

  
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Asst. City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2997

JANET NAPOLITANO  
ATTORNEY GENERAL

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INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A.G. Contract No. KR98-2519TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED April 13, 1999.

JANET NAPOLITANO  
Attorney General

A handwritten signature in black ink, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/20190

Enc.